

AGREEMENT

by and between

CITY OF EDMONDS, WASHINGTON

and the

EDMONDS POLICE OFFICERS' ASSOCIATION

**(Representing the Law Enforcement Commissioned Employees)
JANUARY 1, 2014 THROUGH DECEMBER 31, 2016**

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(Representing the Law Enforcement Commissioned Employees)

THIS AGREEMENT is by and between the CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and the EDMONDS POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the Association.

ARTICLE I. RECOGNITION, ASSOCIATION MEMBERSHIP & PAYROLL DEDUCTION

1.1 Recognition – The Employer recognizes the Association as the sole collective bargaining representative for all fully commissioned law enforcement officers of the City of Edmonds, Washington Police Department excluding the Chief of Police, Assistant Police Chiefs, Secretary to the Chief of Police, Supervisors, confidential employees and all other employees of the Employer.

1.2 Association Membership – It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Association in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Association or pay an agency fee. It shall also be a condition of employment that all Employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Association or pay an agency fee.

1.2.1 In accordance with **RCW 41.56.122** Employees covered by this Agreement who for bona fide religious tenets or teachings of a church or religious body are forbidden from joining a Union/Association shall contribute an amount equivalent to regular Union/Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the affected Employee and the Association to which such Employee would otherwise pay the regular monthly dues. If the Employee and Association are unable to agree, the Public Employment Relations Commission (PERC) shall designate the charity. The Employee shall furnish written proof to the Association and the Employer that such payment has been made.

1.2.2 Temporary Employees shall work under the terms of this Agreement, but shall be required to pay an Association service fee equivalent to regular monthly dues for an Entry Level Officer.

1.3 Payroll Deduct – The Employer shall deduct from the pay of all Employees covered by this Agreement the dues of the Association and shall remit to said Association all such deductions monthly, except that all deductions for the above items must be uniform and regular to accommodate the monthly machine processed payroll. Where laws require written authorization by the Employee, the same shall be furnished in the form required. No deduction shall be made

which is prohibited by applicable law. The Association shall indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Association. The Association shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

ARTICLE II. GENDER

- 2.1 Wherever the words Employee or Employees are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE III. ASSOCIATION RIGHTS

- 3.1 **Association Officials Time-Off** – An Association Official who is an Employee in the Bargaining Unit (Association Board Officer, Negotiation Team Member and/or Shop Steward as appropriate to the specific activity) shall be granted a reasonable amount of release time if on duty while actually conducting contract negotiations, contract administration or discipline representation with the Employer on behalf of the Employees in the Bargaining Unit or actually engaged in preparatory meetings for said activities with the Employee. This does not include research and other preparation activities not specifically enumerated and provided:
- They notify the Employer at least forty-eight (48) hours prior to the time-off,
 - The Employer is able to properly staff the Employee's job duties during the time- off,
 - And the wage cost to the Employer is no greater than the cost that would have been incurred had the Association Official not taken time-off.

When Association activities, as enumerated above, must be scheduled during an Association Official's off duty hours, adjustments shall be made to the Official's regular schedule on an hour for hour (straight time) basis.

Additionally, the Employer shall allow up to an aggregate of nine (9) work days per year of aggregate leave to allow one (1) delegate from the Edmonds Police Association (EPOA) to attend each meeting of the Washington State Council of Police (WACOPS) provided that time spent in such endeavors shall not be considered compensable time within the meaning of the FLSA and; provided that such delegates pay all of their own expenses in attending the above meetings.

- 3.2 **Association Investigation and Visitation Privileges** – The Labor Representative of the Association, with the permission of the Department Head or designee, may visit the work location of Employees at any reasonable time and location for the purpose of investigating Grievances. Such Representative shall limit activities during such investigations to matters relating to this Agreement; provided however, the Labor Representative shall not interfere with the operation or normal routine of any department.

3.3 Bulletin Boards – The Employer shall provide suitable space for a bulletin board to be used exclusively by the Association.

3.4 Use of Equipment – Bargaining Unit Officials may make occasional but limited use of City owned/operated communication resources (telephone, facsimile, voice mail, electronic mail, copier, computer) for communications; specifically, incidental or minimal use is permitted. Incidental or minimal use is that which is both brief in duration and accumulation and does not interfere with or impact the conduct of official City business due to volume, frequency or impedes Employee's performance of their official duties. In no event will the Association use the City communications resources for internal Association business beyond that permitted for minimal use or for any political use.

The Association will supply one (1) box/case of paper of a similar type and quality as used by the City on an annual basis to the City.

ARTICLE IV. HOURS OF WORK, OVERTIME AND CALLBACK

4.1 The workweek shall be comprised of three (3) or more consecutive days ON duty and two (2) or more consecutive days OFF duty. The sum total of time worked shall not exceed forty (40) hours per week based on an annual average. Officers assigned to patrol will work a **four (4) days ON and four (4) days OFF (4/4)**, twelve (12) hour schedule. Specific shift configurations (to include shift hours and days on/days off rotation) shall be as agreed between the Employer and the Association. FLSA 7(k) work period is mutually agreed to be twenty eight (28) days except for patrol working twelve (12) hour shifts shall be twenty four (24) days.

4.1.1 A workday shall normally include the following based on shift hours:

Shifts of 8 hours: One (1) thirty (30) minute meal period

Two (2) fifteen (15) minute rest periods

Shifts of 10 hours: One (1) forty-five (45) minute meal period

Two (2) fifteen (15) minute rest periods

Shifts of 12 hours: One (1) forty-five (45) minute meal period

Three (3) fifteen (15) minute rest periods

All Employees shall be subject to immediate call during meal and rest periods for which no overtime or additional compensation shall be paid. An Employee recalled to work from a meal or rest period shall be entitled to an additional rest period.

4.1.2 Scheduling of K-9 Officers – K-9 Officers will be scheduled on a forty (40) hour per week basis utilizing a four (4) day per week, ten (10) hour per day schedule.

4.2 Overtime – Overtime shall be that time worked in excess of the scheduled hours of work which shall be compensated at the rate of one and one-half (1.5) times the Employee's regular straight time hourly rate of pay.

4.2.1 Call Back – The Employee is considered to be on paid status upon being ordered back to work (i.e. notification of a call out) and off paid status when leaving the police facility or other

Employer designated work site. In the case of pre-scheduled meetings, court appearances and other scheduled events, paid status commences at the time scheduled for the event and ends when the event is over but at no time less than the three (3) hour minimum as described later in this Section.

Employees ordered to report back to duty after going home after their regular shift, or ordered to report back to work on their day off, including time required to be spent in court, either as a witness or in assistance on another officer's case, or in attendance at department meetings shall be guaranteed three (3) hours at the rate of one and one-half (1.5) times the Employee's regular straight time hourly rate of pay. In the event an Employee is not notified by 12:00 noon forty eight (48) hours prior to a scheduled or subpoenaed Court appearance on a regularly scheduled day off that such an appearance is not necessary, the Employee shall be guaranteed two and one-half (2.5) hours at the Employee's regular straight time hourly rate of pay. If the employee is assigned to graveyard, and the Court appearance is scheduled during their work week, they will be notified before the end of their shift prior to the Court appearance.

Employees ordered to report back to work on a prescheduled day off (Kelly day, compensatory time, holiday time, or vacation day) shall be provided additional compensation of straight time compensatory time or straight time overtime equivalent to 50% of the hours worked on that day. As an example, an employee has a prescheduled 12 hour vacation day and gets called in to work. The employee works 6 hours. The employee would utilize 6 hours vacation time on that day, and would be paid 6 hours regular time, plus would receive an additional 3 hours straight time comp time or straight time paid time for being called in.

4.2.2 All approved overtime shall be compensated in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

4.2.3 However, if an employee is on vacation, and regardless of the shift needing to be covered, and absent being called back to duty involuntarily, no overtime shall be earned. If an employee chooses to voluntarily cover a shift during previously scheduled vacation, those hours worked will be credited back to that employee's vacation hour bank. Should the employee voluntarily work an overtime shift that falls on what would be a regularly scheduled day off, even if in-between scheduled vacation days, then the employee will be compensated in accordance with section 4.2.

4.3 **Shift Bid** - The policy of bidding for shift assignments on a seniority basis by rank shall be recognized, provided seniority may be disregarded for good cause by the Employer. Shift bids for the following year **open** on or about **September 1** and **close** on or about **October 1** and shall be open for thirty (30) days.

Sergeants and Corporals will bid for 0600-1800 and 1800-0600 shift hours. Officers will bid for 0600-1800 and 1800-0600 shift hours. In addition, officers may also bid for 0700-1900 and 1900-0700, with two officer slots from each of the four (4) patrol squads being dedicated to these hours. The implementation of the 0700-1900 and 1900-0700 shifts will be for an initial trial period of six (6) months, beginning September 1, 2014, after which the City or the Association

can elect to discontinue the shift, or with mutual agreement, further modify the shift for an additional six (6) month trial period. If neither party does so, the shift will become permanent.

Employees shall be **notified** of the result of the bid on or about **October 15**.

For the purpose of this Section "on or about" shall mean not to exceed three (3) days.

Bid results may be subject to change due to events such as promotion, specialty assignment rotation, resignation or other good cause.

Any Employer initiated change to an Employee's previously assigned bid shift will require fourteen (14) day prior notification to the Employee. Any change to an Employee's previously assigned bid shift with less than fourteen-day (14) notice will result in the Employee receiving compensation at the rate of one and one-half (1.5) times the Employee's regular straight time hourly rate of pay from the date of the change through the fourteenth (14th) day. The fourteen (14) day notification and the one and one half (1.5) times regular straight time hourly rate of pay requirement may be waived by the Association on behalf of the Employee. The fourteen (14) day notification request will not apply in the case of a bonafide emergency or other good cause.

4.3.1 There will normally be only one Corporal assigned per patrol shift, and shift bidding will be by seniority. If, however, there are more Corporals assigned to the Patrol Division than there are shifts, the "extra" Corporal shall bid for shift based on seniority.

4.4 Training

4.4.1 Required Training – Required training done on a regular duty day shall be done on a basis of shift adjustment whenever possible. Off-duty required training shall be paid with compensatory time-off at the time and one-half (1.5) rate, subject to **Article IV**.

4.4.2 Non-Required Training – Shall be allowed at the sole discretion of the Employer. Any time accrued in furtherance of non-required training shall be paid at the straight-time hourly rate of pay, but with the concurrence of both the Employer and Employee, it may be accrued at the hourly rate with compensatory time-off on an hour-for-hour basis, subject to **Article IV**.

4.4.3 Training While On-Duty - If scheduled training occurs while on duty and consists of eight (8) hours or more; the hours of training shall constitute an entire workday, regardless of the Employee's hours of duty.

While attending training on duty and the hours of instruction are less than eight (8) hours due to circumstances such as the instructor releasing the class early from training, the Employee has the option of returning to work or using leave time of their choice to fulfill their training obligations.

Scenarios:

Employee attends training that is scheduled for eight (8) hours or more. The training ends early, after seven (7) hours. The Employee must use "leave time" of their choice to complete an eight (8) hour period.

An Employee attends training that is scheduled for less than eight (8) hours. The Employee shall return to duty to complete their obligated shift hours of duty.

- 4.5** The utilization of any compensatory time accrued shall be at the Employee's option; provided, however, that the scheduling of holiday time accrued pursuant to **Article VII** and the compensatory time off under this Article shall create no undue hardship to the Employer nor shall it interfere with previously scheduled vacations. An undue hardship is defined as the City being required to pay more than one employee overtime to allow for time off to be granted and still maintain minimum staffing levels.

4.5.1 Requests to schedule compensatory or holiday time shall be made not less than **fourteen (14)** days in advance of the requested date, provided, however, that compensatory time may be scheduled with less than fourteen-day (14) notice only when the request would not require the Employer to call another Employee to work in order to meet minimum staffing requirements, provided further that an Employee requesting compensatory time with less than fourteen-day (14) notice shall be allowed the time off if the Employee arranges for a volunteer replacement. Whether the substitute Employee works at the request of the Employer or at the request of another Employee, overtime will be paid. Accumulation of compensatory time shall be limited to a maximum accrual of **eighty (80)** hours at any one time. Any hours accrued in excess of the maximum shall be paid to the Employee at the next regularly scheduled pay period.

4.5.2 Probationary employees may accrue compensatory time pursuant to terms of this agreement, provided however such accrued compensatory time may only be utilized when the employee is no longer in probationary status

4.5.3 The following formula shall address "minimum staffing" as it relates to Employees' ability to be approved for time off.

Between **0600 and 1800** hours a Supervisor plus three (3) Officers (**total of four-4**) not including Officers/Employees assigned to Specialty Units with the exception of K-9

Between **1800 and 0600** hours, a Supervisor plus four (4) Officers (**total of five-5**) not including Officers/Employees assigned to Specialty Units with the exception of K-9.

In an effort for consistency the following shall apply for implementing time off requests:

- Employees shall contact their shift Supervisor if available. In the event that their shift Supervisor is not available then the Employee would contact the "on-duty" shift Supervisor.
- On-duty Supervisor will check the payroll sheet and determine if staffing minimums allow for the time off request to be approved.
- If approved, the on-duty Supervisor shall document the time off request on the Payroll sheet and Turn-over sheet.

- In addition, the on-duty Supervisor shall send an e-mail to “all” Sergeants and Corporals to provide for proper communication of the staffing change.

It will be the responsibility of the Employee to provide as much notification as possible. Requests submitted less than **eight (8)** hours prior to the start of a shift, may be denied by a Supervisor.

While actually at work an Employee will be granted requested time off during that shift if minimum staffing levels are met as described above and there are no critical incidents that would require additional staffing at that time.

Staffing minimums shall be increased during July 4th and the Taste of Edmonds by one (1) officer, without requiring any overtime coverage to meet those minimums.

- 4.6** In order to emulate an average of 2080 hours worked on an annual basis, Employees assigned to any given number of shift hour patrol schedules, will receive the appropriate number of “Kelly” days per year. It is the understanding of the parties that the contract work schedules are FLSA compliant. The term “Kelly” days or time is used for convenience and is not an indication that adjustments are required within the work period to avoid FLSA overtime thresholds. “Kelly” days will be accrued in a bank of hours.

- Shifts of twelve (12) hour duration receive twelve (12) “Kelly” days totaling a bank of one hundred forty four (144) hours in the bank.

- a) Forty eight (48) hours per trimester will be credited to the bank.
- b) On a pro rata basis this will equate to twelve (12) hours per month.
- c) Employees shall use thirty six (36) hours per trimester or shall be subject to forfeit those hours not used.
- d) Twelve (12) hours may be carried over each trimester.
- e) Up to thirty six (36) hours may be cashed out annually.

On or before December 1st of each calendar year all unused and unscheduled “Kelly” hours, up to and including thirty six (36) hours shall be repurchased by the Employer at the Employee’s regular straight time hourly rate of pay. This repurchase will be in the form of a separate check, separate from the Holiday repurchase, and not direct deposit. **Employees are responsible for monitoring their “Kelly” hour balances and planning use of “Kelly” hours to avoid “use it or lose it” scenarios.** Any hours in excess of thirty six (36) shall be scheduled by the Employee prior to October 31st of each calendar year.

ARTICLE V. PROBATIONARY PERIODS, SENIORITY

- 5.1** Probationary periods upon initial appointment shall not exceed one (1) year beyond graduation from the Basic Law Enforcement Academy except as provided in Section 10.5 of the Civil Service Rules and Regulations. Probationary periods for lateral hires and those receiving Promotions shall not exceed one (1) year except as provided in Section 10.5 of the Civil Service Commission Rules and Regulations. Any probationary period shall be extended automatically for

the number of work days equal to the number of work days an Employee was absent in excess of ten (10) work days during the probationary period. In the event that the Employer requests the Civil Service Commission to extend an Employee's probation period, the Association will receive a copy of the notification provided to the Employee of said action.

- 5.2** "Seniority" as used in this Agreement shall accrue from an Employee's seniority date which shall be the Employee's first date of eligibility with the fully commissioned law enforcement employees bargaining unit, provided that Employees who return from layoff or period of disability, as provided in the Civil Service Rules and Regulations, shall retain the seniority held prior to the layoff or period of disability. In the event of promotion out of the bargaining unit, or demotion or reversion back into the bargaining unit, the employee will retain their original seniority held prior to leaving the bargaining unit.

5.2.1 In the event an Employee returns following a break in service, the Employee shall retain the seniority the Employee had accrued prior to the break in service. A break in service occurs when an Employee's employment relationship ends. No seniority shall accrue while an individual is on a reemployment Civil Service list. Seniority includes time spent in any leave status, including leaves without pay.

5.2.2 "Seniority by rank" as used in this Agreement shall accrue from the effective date of promotion to the Employee's current rank.

- 5.3** The Employer shall provide the Association with a list of all current Employees of the Bargaining Unit with their respective seniority dates on July 1st of each year and shall post a copy of same on the Association bulletin board.

- 5.4** Preference in vacation scheduling and extra days off shall be administered in accordance with seniority as provided in **Section 8.2** below.

- 5.5** An Employee shall lose all seniority in the event of discharge or voluntary termination.

ARTICLE VI. WAGES

- 6.1** The classification of work and the corresponding rates of pay covered by this Agreement shall be as set forth in **APPENDIX "A"** which by this reference shall be incorporated herein as if set forth in full.

ARTICLE VII. HOLIDAYS

- 7.1** The following days shall be recognized holidays:
- New Year's Day January 1
 - Martin Luther King Day Third Monday of January
 - Washington's Birthday Third Monday of February
 - Memorial Day Last Monday of May
 - Independence Day July 4
 - Labor Day First Monday of September

Veteran's Day November 11
Thanksgiving Day Fourth Thursday of November
Friday following Thanksgiving Day
Christmas Eve December 24
Christmas Day December 25

7.1.1 All Employees shall be paid for all such holidays regardless upon which day in the week the holiday shall fall. **Each day consists of ten (10) hours.** This pay shall be in the form of a holiday bank equal to **one hundred and ten (110) hours.** If any work is performed by such Employee on such holiday, additional compensation at the overtime rate shall be paid, in addition to the day off at a later date. If overtime is worked on a holiday, straight time comp time equivalent to the number of overtime hours worked will also be given in addition to applicable overtime. No Employee shall be called to work on such a holiday for less than a minimum call-out time and rate. Employees scheduled to work Monday through Friday 8 hour days, Monday through Thursday 10 hour days, or Tuesday through Friday 10 hour days shall observe holidays which fall upon a Saturday on the proceeding scheduled Friday workday and any holidays which fall upon a Sunday on the following scheduled Monday workday. If a holiday occurs during an Employee's vacation, the Employee shall receive the holiday on a later mutually scheduled date.

7.2 Holidays shall be scheduled in accordance with the provisions of **Section 4.5.1.**

7.3 On or before December 1st of each calendar year, all unused and unscheduled "Holiday" hours, up to and including eighty eight (88) hours shall be repurchased by the Employer at the Employee's regular straight time hourly rate of pay. This repurchase will be in the form of a separate check, separate from the Kelly hours repurchase and not direct deposit. **Employees are responsible for monitoring their "Holiday" hour balances and planning use of "Holiday" hours to avoid "use it or lose it" scenarios. Any hours in excess of eighty eight (88) shall be scheduled by the Employee prior to October 31st of each calendar year.** Any scheduled but remaining unused holiday hours still in the employee's bank on December 31 of each year shall be forfeited without any additional compensation. However, if the employer requires an employee to cancel a prescheduled holiday off during November or December, upon written approval of the Division's Assistant Chief, the holiday may be carried over to be used within 60 days of the new calendar year.

ARTICLE VIII. VACATIONS

8.1 All regular full-time Employees shall receive vacation with full pay annually in accordance with the following:

YEARS OF EMPLOYMENT HOURS OF VACATION

After First 6 months **48** hours

Second 6 months **40** hours additional

2 through 4 years **96** hours

5 through 10 years **136** hours

11 through 15 years **176** hours

16 through 19 years **188** hours

20 through 24 years **200** hours

25 years and thereafter 216 hours

Note: All accrual days are based on an eight (8) hour day.

- 8.2** In order to make provisions for timely vacation schedules, all Employees shall bid for vacations. Preference in bidding for vacation scheduling and extra days off shall be administered in accordance with seniority, as defined in **Section 5.2**. Employees who request a position transfer may be subject to losing their previously bid vacation.

Vacation bidding for January through December shall open on or about October 15 and close on November 15 and shall be open for thirty (30) days.

Notification will be provided on or about December 1. For the purpose of this Section, "on or about" shall mean not to exceed three (3) days.

Vacation requests made following the annual vacation bid approval will be on a first come first served basis for the remainder of the bid year.

- 8.3** Should an Employee terminate employment, having completed no less than six (6) months employment, the Employee shall receive pro rata vacation pay.
- 8.4** The maximum vacation leave carry-over from one calendar year to the next shall be limited to two (2) years' worth of accumulated leave at the Employee's current accrual rate. An Employee who has reached the maximum accrual level may continue to accrue vacation until December 31st, at which time any vacation accrued in addition to the maximum carry-over will be forfeited, provided that the maximum accrual subject to cash-out upon separation shall be four hundred and thirty two (432) hours, provided further that this limitation shall not apply when the separation is caused by unanticipated events such as death, disability, illness, involuntary discharge or similar circumstances. Employees are responsible for monitoring their vacation balances and planning vacation to avoid "use it or lose it" scenarios. Where the Employee has failed to appropriately manage their vacation balances, the Employer need not incur overtime to avoid forfeiture.
- 8.5** In the event scheduling in Superior Court necessitates the appearance of an Employee during the Employee's previously scheduled vacation time that Employee shall be offered the opportunity of rescheduling vacation at a time mutually convenient to the Employee and the Employer as determined by the Chief of Police. Once vacation has been approved and the affected Employee has incurred non-refundable or unusable expenses in planning for the same, the Employee shall be reimbursed by the City for those expenses. Upon request, the Employee shall assign any tickets or other benefits to the City for which reimbursement is made. Any Employee called back to duty for any reason once the vacation has begun shall be reimbursed for round trip transportation costs involved in returning for duty. Reimbursement for travel shall be made on the same basis as the original mode of transportation. If applicable, mileage shall be paid at the approved IRS rate. For the purposes of this Section "vacation" shall include leave of absence, bereavement leave or compensatory time off, including regularly scheduled days off, immediately preceding or following any of the aforementioned time off.

ARTICLE IX. LEAVES

- 9.1 Sick Leave** – All LEOFF II Employees shall receive sick leave accruals under **Section 9.1.6**, including a **one thousand (1,000)** hour maximum accrual, accrued at the rate of **nine (9)** hours per month. Sick leave accrued but not taken from **one (1)** hour to **four hundred (400)** hours shall be converted to pay at the Employee's regular rate of pay in effect at the date of termination and on the basis of the following schedule:

With two (2) week notice - Honorable voluntary quit - **25%** of hours accrued.

Termination by City layoff - **25%** of hours accrued.

Termination for Retirement - **50%** of hours accrued.

Sick leave accrued but not taken from **four hundred one (401)** hours to **eight hundred (800)** hours shall be converted to pay, upon honorable termination of any nature, for **fifty percent (50%)** of hours accrued at the Employee's regular rate of pay in effect at the date of termination. At the Employee's option, sick leave accrued but not taken from **four hundred one (401)** hours to **eight hundred (800)** hours may be converted to vacation time, on the basis of one (1) hour for every two (2) hours accrued or fifty percent (50%), to be used prior to the Employee's termination date. Hours accrued from eight hundred one (801) hours to one thousand (1,000) hours are not eligible for compensation or conversion.

After the employee exceeds 900 hours they have the ability to convert the hours (back to a minimum of 900 hours) at a ratio of one (1) hour for every two (2) hours accrued or fifty percent (50%). The maximum sick hours an employee can sell back is 48 hours, which will convert to 24 hours of vacation. The conversion will occur at the second paycheck in January. The converted hours will be added to the employee's vacation bank. For example an employee at 1000 hours could sell back 48 hours and place 24 hours into their vacation bank.

Employees who terminate based on a disability may elect to either receive one hundred percent (100%) of the unused sick leave balance or remain in a paid status until the sick leave is exhausted.

For the purposes of this section 9.1, retirement, in addition to its usual meaning, shall include those employees with twenty (20) or more years' service credit within the LEOFF II system who choose to end employment with the City on a voluntary, honorable basis, even though the Employee has not yet attained regular retirement age, as defined by LEOFF.

9.1.1 Accrued sick leave may be used only for:

- (a)** The Employee's own illness, injury or disability (including disability due to pregnancy or childbirth);
- (b)** The need to care for a child under eighteen (18) years of age (or an adult child incapable of self-care) with a health condition requiring treatment or supervision;
- (c)** The need to care for the Employee's spouse or domestic partner, parent, parent in-law or grandparent with a serious health condition or emergency condition;

- (d) Medical or dental appointments for the Employee or a dependent child; Employees must make reasonable efforts to schedule such appointments at times when they will not interfere with scheduled work days and;
- (e) Other circumstances if authorized by the Chief of Police.

At their election, Employees may use other accrued paid leave in place of or in addition to sick leave for any of the purposes described above.

- 9.1.2 Item (e) shall be subject to prior approval of the Chief of Police and shall be granted for the period of time required to meet the emergent situation considering all the circumstances such as distances involved, degree or kinship, etc.
- 9.1.3 The certificate of a doctor and/or written report concerning the need for the sick leave may be required by the Employer when an Employee is absent for a period in excess of four (4) days or based upon an individualized suspicion of sick leave abuse and, if so required, shall be supplied by the Employee in order to qualify for sick leave with pay.
- 9.1.4 Sick leave may be used for medical, dental, or ocular appointments, when absence during working hours for this purpose is authorized in advance by the Employee's supervisor, provided that the Employee must make a reasonable effort to schedule such appointments at times which have the least interference with the workday.
- 9.1.5 In the event of death of the Employee, payment for all unused sick leave up to **one thousand (1000)** hours shall be made to the surviving spouse or domestic partner or to the employee's estate if there is no spouse, at the Employee's regular straight time hourly rate of pay.
- 9.1.6 All Employees hired will accrue sick leave at the rate of **nine (9)** hours per month commencing with the date of hire. In the event of significant job related injury or illness to the Employee which is approved as a claim by Washington State Labor and Industries (L & I), the Employee may at the Employee's option be placed on sick leave, and accrued sick leave (or if insufficient sick leave, then other paid leave) shall be utilized. In turn, the Employee shall sign over all payments received from L & I that relate to time loss from the Employer. The Employer will provide a sick leave supplement / "buy-back" for the affected Employee pursuant to RCW Title 41 LEOFF Supplement and pursuant to the buy-back worksheet incorporated herein as Appendix D.
- 9.2 **Jury Leave** – Necessary leave shall be allowed by the Employer to permit any Employee to report for jury duty or to serve as a member of a jury. The Employee shall receive from the Employer as compensation during this leave period regular salary. The Employee shall sign over to the Employer compensation received from the Courts for jury duty and remain on full paid status.
- 9.3 **Bereavement Leave** – In the event of a death in the "immediate family" of an Employee, the Department Head shall upon request grant the Employee bereavement leave with pay. The maximum number of workdays granted shall be three (3); provided however, in the event of

unusual circumstances or if travel is required to attend a funeral, additional time not to exceed three (3) days may be granted. Such additional leave shall be deducted from the Employee's sick leave account. The term "immediate family" shall include:

- Spouse or domestic partner and children, including step children of the Employee;
- Mother, Father, Brother, Sister of the Employee or spouse;
- Grandparents of the Employee or spouse;
- Grandchildren

9.4 Leaves of Absence – If approved by the Employer, non-probationary (permanent) Employees may take up to six (6) months leave of absence without pay. Such leaves shall not constitute a break in service but no benefits shall accrue during the leave of absence. See guidance in section 5.1 regarding Break in Service and Seniority.

9.5 Sick Leave Incentive Bonus – Unless otherwise specified in the labor agreement, Employees who maintain a good attendance record shall be eligible for the following Sick Leave Incentive Plan;

Days of Sick Leave Used during the Year Hours of Vacation Leave Earned

0	24
1	16
2	8
3 or more	0

This Sick Leave Incentive Plan excludes sick leave used for on duty injury involving an approved L & I claim against the City or leave taken pursuant to Family Medical Leave Act (FMLA). The hours earned and used will be pro-rated to the nearest full hour. For the purposes of this section, day is defined as a work day under the Employee's present work schedule.

9.6 Light-Duty – In the event a LEOFF II Employee suffers an illness or injury that prevents the Employee from performing their full range of duties for a period in excess of two (2) weeks, light-duty shall be assigned as authorized by the treating doctor pursuant to the terms outlined in **Article 9.6.3.**

9.6.1 Work Assignments – Light-duty status shall include work assignments within the Police Department that the Employee is released to perform by the Employee's treating doctor until a full release for return to work is authorized.

9.6.2 Rate of Pay/Required Duty – Employees assigned light-duty status shall be paid at one hundred percent (100%) of their normal rate of pay. Employees shall work a forty (40) hour workweek schedule as determined by the Employer. Employees may work less than 40 hours per week (including partial days) if so ordered by the treating doctor. A forty (40) hour or less schedule includes changes to benefit calculations such as Kelly Hours.

9.6.3 Duration – A LEOFF II Employee with a favorable prognosis for return to full duty by the treating doctor will be assigned light-duty for a maximum period of **three hundred thirty six (336)** hours unless the Employee is earlier able to resume a full range of duties. The **three hundred thirty six (336)** hour period includes both full days and

partial days on a prorated basis when required by the treating doctor. Such period may be extended upon mutual written agreement of the Employer and the Association on behalf of the Employee when the medical prognosis of the Employee being able to return to full Employment within a reasonable period of time is received by the Employer.

9.6.4 Medical Reinstatement List & Effective Life of List - Names on Civil Service Commission's (CSC) Medical Reinstatement List for a class of Employee shall be in order of separation to be established by the Commission. Names of Employees on the Medical Reinstatement List shall be carried **two (2)** years from the Employee's last date of employment.

ARTICLE X. INSURANCE

10.1 Coverage – The Employer shall make available to eligible regular full time Employees and their eligible spouses and dependents, an insurance program that includes medical, dental, vision insurance and employee assistance plan (EAP) benefit. For the purposes of this article, spouse also includes “registered domestic partner” as defined under Washington state law. This insurance program includes the following:

Medical Insurance - Employee shall choose between the Medical insurance plans offered by the City of Edmonds in accordance with the provisions of this Agreement.

Dental Insurance - Dental insurance is provided through the AWC Washington Dental Service Plan F with Option III (Orthodontia).

Vision Insurance - Vision insurance is provided through AWC Vision Service Plan (\$10.00 deductible).

EAP Plan - The Employee Assistance Program is provided through UHC.

10.2 The Employer shall pay the costs necessary to provide health, vision, life, dental and disability insurance plans specified in this agreement for all employees in the bargaining unit. The selection of a different/new provider shall be at the sole discretion of the Employer, provided that the benefit levels shall be substantially the same as those benefit levels in effect as of the signing of this agreement. In the event that the Employer receives notice of the termination of any plan specified in this agreement, the Employer will promptly notify the Association and the parties shall commence negotiation regarding replacement coverage and cost.

The parties mutually recognize that they have less than a complete satisfaction with the current health plan offerings. They have discussed potential alternative coverage but that work has not yet been completed. The Association and its members, despite their dissatisfaction with the current provider, have a strong interest in ensuring that good coverage remains in effect. To do this, the parties recognize a mutual interest in surveying other possible plan offerings and they are unable to complete this process in time for the execution of this 2014-2016 CBA. So, to accommodate these interests, the parties agree that the City will continue its efforts to identify alternative carriers. In the event the City locates a carrier that can provide coverage equal to or better than the current level of coverage, the City is allowed to present that information to the Association and, subject to the explicit requirement that the alternative plan would be as a whole equal to or better than the current plan, the parties would reopen the contract in the Fall of 2014 to discuss implementation of the alternative coverage to begin in 2015. This reopener would only

be triggered by the identification and presentation of such a similar or better plan and no reopener would be triggered in the event the plan were as a whole of a reduced nature. Furthermore, the scope of the reopener would only be to discuss the plan specifications, implementation and other related topics; the reopener would in no way involve the current respective employer/employee premium contributions, which would remain as identified in this Article for the balance of the CBA.

- 10.3** The Employer shall pay one hundred percent (100%) of those premiums necessary to maintain the existing level of hospital and medical care, dental care, orthodontic care, vision care, life and disability insurance coverage for each Employee. The Employer shall pay ninety percent (90%) of those premiums necessary to maintain the existing level of hospital, medical care, dental care, and orthodontic care insurance coverage for each Employee's Dependents.

10.3.1 The Employer shall pay ninety percent (90%) of those premiums necessary to maintain the existing level of vision care insurance coverage for each Employee who requires Dependent coverage.

- 10.4** **Liability** – The Employer shall pay one hundred percent (100%) of those premiums necessary to provide liability insurance for each Employee. The Employer shall provide legal counsel or reasonable attorney's fees for representation and defense of lawsuits and to hold Employees harmless from any expenses connected with the defense, settlement or monetary judgments from such actions, claims, or proceedings arising out of or incident to acts and/or omissions occurring while the Employee was acting in good faith in the performance or purported failure of performance of official duties or employment and provided further that the Employee was not engaging in criminal or malicious misconduct. A criminal conviction shall be deemed conclusive but not exclusive proof of criminal misconduct for the purposes of this section. If the City elects to pay reasonable attorney's fees hereunder, no claim for such payment may be made by an Employee prior to the conclusion of a criminal lawsuit.

- 10.5** If it is permissible under the Employer provided hospital and medical care insurance plan, Employees shall have the option to divert Dependent coverage applicable to that Employee to the Employee's own private health plan.

ARTICLE XI. UNIFORMS AND EQUIPMENT

- 11.1** The Employer shall provide the following uniform items to new Employees and replace any of the following uniform items of any Employee which in the reasonable opinion of the Employer require replacement, subject to the language of **Section 11.3**:

- Name Tags: One metal, requisite number of sewn on cloth name tags depending on types/numbers of uniforms selected by Employee;
- Shirts: Up to three long sleeve and three short sleeve;
- Trousers: Up to three pair;
- Trouser Belt: One;

- Jumpsuits: Up to two, with the understanding that each jumpsuit purchased by the Employer will be in lieu of the following three items collectively: one short sleeve shirt, one long sleeve shirt and one pair of trousers;
- Hat: One;
- Baseball Cap: One provided upon employee's request;
- Knit Watch Cap: One provided upon employee's request;
- Turtlenecks: One provided upon employee's request;
- Ties: One for Employee opting for Employer provided jumpsuit, two for other Employees;
- Tie Bar: One;
- Buttons: One set;
- Department Insignia: One pair;
- Shoulder Patches: Number dependent upon types/numbers of uniforms selected by Employee;
- Badges: Two(one each for hat and uniform);
- Shoes or boots: One pair;
- Collapsible or Wooden Baton with Holder: One(designated by Employer);
- Gortex Jacket: One;
- Gortex Pants: One;

Additional items for K-9 Officers:

- Jumpsuits- three (3);
- Boots 2 pair;
- Cap 1;
- Insulated vest (K-9 only) 1;

Additional items for Motorcycle Officers:

- Helmets- two (2);
- Boots 2 pair consisting of one pair leather boots and one pair all-weather boots;
- Leather Jacket 1;
- Rain Suit (Jacket, pants, boots) 1;
- Cap 1;
- Breeches 3;
- Insulated Pants 1;
- Scarves (Blue or White) 2;
- Gloves (light and medium weight) 1 pair each;
- Safety Glasses (dark and clear) 1 pair each;
- Jumpsuit 1;
- Ear Plugs 1;

Additional items for Street Crimes Officers:

Subdued uniform items consisting of;

- Pants 2 pair
- Shirts 3
- Jacket 1
- Chain badge holder 1

The Employer is responsible for procurement of new jumpsuits. Any jumpsuits previously purchased by an Employee at the Employee's expense will be owned by the Employee, not subject to reimbursement by the Employer. However, an Employee may utilize the City contracted dry cleaning services for a privately owned jumpsuit.

It is understood, and agreed to by the parties, that each Employee shall maintain a minimum of one (1) Class A (long sleeve) Uniform as part of his/her issued uniform items.

- 11.2** The Employer shall provide each **“Detective and Administrative assigned Employee”** a clothing allowance in the amount of **seven hundred dollars (\$700.00)** per calendar year. This amount shall cover the purchase of clothing. Employees who are initially assigned to plain clothes duty during the year shall be paid the full annual amount at the start of the assignment. An Employee receiving the full annual amount “up-front” will not be eligible to receive any further clothing allowance until completion of the first year of assignment. If an employee elects to leave the assignment within the first year the employee shall repay the clothing allowance on a pro rata basis at the time of reassignment. Professional/Plain clothes Employees are subject to the provisions of **Section 11.2.1, 11.5 and 11.6** below. All payments will be a separate check or direct deposit.

11.2.1 In an effort to clarify garments covered by this Section, only items used during employment will be covered. Dry Cleaning/Laundry Service will be provided based on a weekly average as follows: e.g.

- Four (4) items Dry Cleaned or;
- Two (2) items Dry Cleaned and four (4) items Laundered

- 11.3** Employees shall be furnished the required weapon, handcuffs, leather goods and other equipment authorized and required. Employees may choose to furnish their own weapon provided it meets the requirements of the Department and the Employer has no responsibility for replacement or repairs in the event of loss or damage.

- 11.4** The Employer shall provide contract dry cleaning service at no cost to Employees for the cleaning care and maintenance of uniform items listed above. Each uniformed Employee shall be allowed to have two sets of shirts and trousers cleaned per work period. Additional cleaning and maintenance for uniform items shall be as authorized by the Employer.

11.4.1 Employee's assigned to plain clothes assignments that receive clothing allowances under **Section 11.2** may have uniforms (not to exceed two sets per work period) cleaned following City sponsored/assigned details that required the use of a uniform.

- 11.5** The Employee shall be held accountable for all uniform items and all other equipment so assigned to the Employee by the Employer. Loss or destruction of items of clothing or protective devices shall be replaced by the Employer where said loss was incurred as direct result of the performance of the Employee while on the job, or as the result of an occurrence not due to the Employee's wrongful act or willful negligence. Any uniform items or equipment assigned to an

Employee which is lost or mutilated or requires replacement as a direct result of the Employee's wrongful act or willful negligence shall be replaced at the Employee's expense from a supplier designated by the Employer.

- 11.6 All uniform items and equipment issued by the Employer to each Employee shall be the property of the Employer.
- 11.7 No clothing allowance that remains in effect shall accrue during any period in excess of thirty (30) days in which the Employee is on approved disability, and if previously paid it shall be refunded by the Employer through payroll deduction on a pro rata basis.

ARTICLE XII. MISCELLANEOUS

- 12.1 **Driver's License Checks** – While operating City of Edmonds vehicles, all Employees must have a valid Washington State Driver's License in their possession at all times. This is required for compliance with state law and is also required by the City's insurance carrier. No less frequently than on an annual basis, the City will enter the Employee's Washington State Driver's License number into the publicly accessed Washington State Department of Licensing webpage to check driver license status.

12.1.1: Employees who operate City of Edmonds vehicles shall immediately notify their respective Assistant Chief through proper chain of command any time the employee's drivers license for any reason becomes suspended, revoked or is in any way not valid or current. Employees shall not resume operation of any City vehicle until a valid, current drivers license is presented to their respective Assistant Chief.

- 12.2 **Auto Vehicle Locator (AVL)** - When the Edmonds Police Department begins using AVL technology in its vehicles which are operated by Edmonds Police Department employees, the City agrees that it will not review and use AVL data with the intent of generating any complaints or internal investigations against an Edmonds Police Department employee. AVL data may be used as corroborating evidence to prove or disprove allegations of misconduct made against an Edmonds Police Department employee. The City shall not rely solely on AVL data to sustain any allegation. Corroborating evidence is evidence which strengthens, adds to or confirms already existing evidence. AVL data shall not be used to monitor or evaluate an Edmonds Police Department employee's performance without precipitating cause. AVL data will be used to enhance officer safety and efficiency and is not intended to replace effective first-level supervisory practices, including knowledge of subordinates' activities on shift. AVL data shall not be used solely as a personnel management tool.

12.2.1: In the case of Edmonds Police Department employees having assigned take home vehicles, the City shall comply with RCW 42.56.250 and must redact all identifiable information from a records request for AVL data that would disclose a member's residential location and/or address.

12.3 Narcotics Detective Selection - Employees seeking assignment as a Narcotics Detective with the South Snohomish County Narcotics Task Force or any successor organizational Unit or Task Force shall have a credit check performed by the Employer subsequent to the final selection but prior to such assignment. The purpose of the credit check is to review any outstanding debt/creditors that may place the Employee in the position of being unduly influenced or intimidated. In performing such check, the Employer will specifically seek information on indebtedness outside of usual, customary and timely paid obligations (usual and customary include mortgage, auto loans, credit cards).

12.3.1: Should the Employee dispute any information of concern on the credit report, the Employee may contest this information within ten business days from the date of any questionable credit report information that was presented to the Employee by the Employer.

12.3.2: Following review of the credit report by the Employer, the report will be given to the Employee for retention or destruction. The report will not serve as the basis for further investigation, nor will the information therein be used as a basis for disciplinary action. No copies of the Employee's credit report shall be retained by the City, South Snohomish County Narcotics Task Force or any succeeding Multijurisdictional Unit or Task Force. Should the Employee not be desirous of having the Employer conduct a credit check, the Employee will be allowed to withdraw from the selection process without prejudice.

12.4 Bill of Rights – Employees covered by this Agreement shall be entitled to those Rights specified in the attached Officers Bill of Rights, **APPENDIX "B"**, which by this reference is incorporated herein as if set forth in full.

12.5 Management Rights – The Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority which the Employer possesses.

12.5.1 The Association recognizes the exclusive right of the Employer to establish reasonable work rules. Provided, that nothing in this Section shall be construed as a waiver of any Rights the Association may have pursuant to **RCW 41.56**.

12.5.2 The Employer has the Right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest and to require pre-approval for any overtime worked when possible.

12.5.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the Employee.

12.5.4 The Employer reserves the Right to discipline or discharge for cause. The Employer reserves the Right to lay-off for lack of work or funds or the occurrence of conditions beyond the control of the Employer or where such continuation of work would be wasteful and unproductive. The Employer shall have the Right to determine reasonable schedules of work, work standards and to establish the methods and processes by which such work is performed.

12.5.5 The Employer retains the Right to determine which work assignments may be assigned take home vehicles except as currently being allowed which are K-9, SRO and Motorcycle Employees. The use of a take home vehicle may be discontinued for good cause. No take home vehicle will be assigned to any Employee who resides or subsequently moves beyond a radius of twenty (20) miles from the nearest City limits. All fees or tolls (ferry, parking etc.) associated with a take home vehicle, other than approved business expenses are the responsibility of the Employee.

Motorcycles that are allowed to be taken home shall be secured inside an adequate structure at the Employees residence.

12.6 **Definitions** – “Days” when used in this contract shall refer to “calendar days” unless otherwise specified.

12.7 The parties agree that the 2012 version of the City’s Personnel Policies will apply to EPOA membership, with the exception of the following sections: Section 10.6 Regarding Personal Possessions and Electronic Communications; Section 10.14 regarding Substance Abuse; and Appendix B regarding Drug and Alcohol Testing Policies and Procedures. These sections shall remain unchanged from the 2002 version of the City’s Personnel Policies as they apply to the EPOA membership through the term of this Agreement.

12.7.1 City of Edmonds Personnel Policies 2002 version; Section 10.6 regarding Personal Possessions and Electronic Communications; Section 10.14 regarding Substance Abuse and Appendix B of the 2002 City of Edmonds Personnel Policies are incorporated herein by reference, attached as **APPENDIX “E”** of this Agreement.

ARTICLE XIII. NO STRIKE PROVISION

13.1 Nothing contained in this Agreement shall permit or be construed to grant any Employee or group of Employees the Right to strike or refuse to perform their prescribed duties.

13.2 During the life of this Agreement there shall be no strikes or refusal to perform official duties and there shall be no lockout.

ARTICLE XIV. DISCHARGE OR SUSPENSION

14.1 **Generally** – The tenure of Employees covered by this Agreement shall be only during good behavior and any such person may be removed or discharged, suspended without pay, demoted or reduced in rank or deprived of vacation privileges or other special privileges for cause.

14.2 **Physical Fitness** – The Employer and the Association agree that satisfactory performance of Police Department duties requires that Employees maintain physical fitness. Each Employee shall maintain a level of physical fitness to adequately perform the essential functions of their job.

ARTICLE XV. GRIEVANCE PROCEDURE

15.1 A Grievance shall be defined as an issue relating to the interpretation, application or violation of any terms or provisions of this Agreement. An Employee may either **“Grieve”** discipline or **“Appeal”** said discipline to the Civil Service Commission (CSC), provided that a Grievance shall not be processed if any Employee has previously filed a Civil Service Appeal over the same matter and provided further, that the subsequent filing of a Civil Service Appeal shall operate to withdraw a Grievance, previously filed over the same matter.

15.1.1 When an Employee has a Grievance it shall immediately be brought to the attention of the immediate Supervisor and the Employee and Supervisor shall attempt to settle the Grievance. If the Grievance cannot be settled, the Employee shall state the Grievance **in writing** and present it to the Supervisor in accordance with the procedure set forth below.

15.1.2 An Employee and/or the Association may bring a Grievance at the appropriate step

- within **thirty (30)** days of the occurrence of an alleged Violation, or
- within **thirty (30)** days,

of when the Employee and/or Association, by reasonable diligence, should have known of the occurrence of said Violation, provided that no remedy may be applied retroactively more than **sixty (60)** days prior to the actual filing of the Grievance.

15.1.3 The immediate Supervisor shall make every effort to resolve the Grievance:

- within **twenty (20)** days.

Failure of the immediate Supervisor to resolve the Grievance:

- within the **twenty (20)** day period,

shall permit the Employee and/or Association the Right to submit a written demand:

- within **twenty (20)** days,

of the Supervisor’s answer for resolution of the alleged Violation to the Chief of Police or designee. The Chief or designee shall either schedule a meeting with the Association to discuss the Grievance or respond to the Grievance:

- within **twenty (20)** days.

If a meeting is scheduled, the Chief or designee shall be granted:

- an additional **twenty (20)** days, from the date of the meeting to respond.

15.1.4 Failure of the Chief of Police to resolve the Grievance (involving only issues that have a monetary penalty proposed), within the time lines outlined in **Section 15.1.3**, shall permit the Employee and/or Association the Right to submit a written demand:

- within **twenty (20)** days,

of the Chief's answer for resolution of the alleged Violation to the Mayor or designee. The Mayor or designee shall either schedule a meeting with the Association to discuss the Grievance or respond to the Grievance:

- within **twenty (20)** days.

If a meeting is scheduled, the Mayor or designee shall be granted:

- an additional **twenty (20)** days,

from the date of the meeting to respond.

15.1.5 If the Association is not satisfied with the City's response, it may submit a demand for Arbitration to the Employer in writing within thirty (30) days.

15.1.6 The Employer and the Association shall immediately thereafter select an Arbitrator to hear the dispute. If the Employer and the Association are not able to agree upon an Arbitrator within **ten (10)** days, after receipt by the Employer of the written demand for arbitration, the Association may request a list of **seven (7)** Arbitrators from the Federal Mediation and Conciliation Service. After receipt of same, the parties shall alternately strike the names of the Arbitrators until only one name remains who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The party to strike first shall be determined by a flip of a coin.

15.2 Nothing herein shall prevent an Employee from seeking assistance from the Association or the Association from furnishing such assistance at any stage of the Grievance procedure.

15.3 The expenses of the Arbitrator and the cost of any Hearing Room shall be borne equally by the parties. In all instances, attorney's fees shall be the responsibility of each individual party.

15.4 If either party fails to take the action required within the times provided herein, the party failing to act shall forfeit its Right to further protest the Grievance, denial of the Grievance or interim recommended solution provided that the time frames enumerated herein may be extended with the mutual written agreement of the parties.

15.5 Matters within the Jurisdiction of the Civil Service Commission (CSC) shall not be subject to this Grievance procedure unless they are covered by the specific terms and conditions of this Agreement, provided nothing herein constitutes a waiver of the Association's Right to bargain pursuant to **RCW 41.56**.

15.5.1 By mutual agreement between the Association representative and the Mayor's Office or when that step is the lowest level at which a matter may be resolved, an Employee or the Association may initiate a Grievance at the Chief's level.

ARTICLE XVI. SAVINGS CLAUSE

16.1 All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of competent jurisdiction. In such event either party may request re-negotiations of such invalid provisions for the purpose of adequate and lawful replacement thereof, provided however, that such finding shall have no effect whatsoever on the balance of this Agreement.

ARTICLE XVII. DURATION

17.1 This Agreement shall be effective January 1, 2014, and shall remain in full force through December 31, 2016.

ARTICLE XVIII. ENTIRE AGREEMENT

18.1 The parties agree that each has had full and unrestricted Right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as contained herein. Each party for the term of this Agreement specifically waives the Right to demand or to petition for changes herein or additions hereto.

CITY OF EDMONDS, WASHINGTON EDMONDS POLICE OFFICERS ASSOCIATION

BY: _____

DATE: 6-13-14

EPWA PRESIDENT

BY: _____

DATE: 6.13.14

ATTEST

BY: _____

City Clerk

DATE: 6-16-14

APPENDIX "A"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the

EDMONDS POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Commissioned Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the, CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and the EDMONDS POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the Association.

- A.1** Effective January 1, 2014, the wage scale shall be increased across-the-board by 2%. The position of **Corporal** will be paid at a step fixed at **seven and one half percent (7.5%)** above First Class Police Officer. The position of **Sergeant** will be paid at a step fixed at **fifteen percent (15%)** above First Class Police Officer. Unless otherwise noted, all steps in Section A.1.1 shall be a one year duration.

A.1.1 All Employees shall participate in Employer's payroll "direct deposit" program.

PAY GRADE CLASSIFICATION MONTHLY RATES OF PAY

	<u>STEP 1</u> 00 – 06 Months	<u>STEP 2</u> 07 Months +
<u>NE 9</u> <u>Second Class Police Officer</u>	<u>\$4,883</u>	<u>\$5,058</u>

	<u>STEP 1</u> N/A	<u>STEP 2</u> 0-6months	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>NE 11</u> <u>First Class Police Officer</u>		<u>\$5,502</u>	<u>\$5,683</u>	<u>\$5,918</u>	<u>\$6,207</u>	<u>\$6,520</u>

	<u>STEP 1</u>	<u>STEP 2</u>
<u>NE 12</u> <u>POLICE CORPORAL</u>	<u>\$6,846</u>	<u>\$7,009</u>

	<u>STEP 1</u>	<u>STEP 2</u>
<u>NE 13</u> <u>POLICE SERGEANT</u>	<u>\$7,360</u>	<u>\$7,498</u>

A.1.2 Effective January 1, 2015, the wage scale shall be increased across-the-board by **2.5%**.

A.1.3 Effective January 1, 2016, the wage scale shall be increased across-the-board by **2.5%**

A.2 Longevity Pay – An Employee shall receive in addition to their monthly rate of pay set forth within **Section A.1**, monthly Longevity Pay in accordance with the following.

SENIORITY MONTHLY LONGEVITY PAY

After **5** years **2%** of Employee's monthly rate of pay

After **10** years **4%** of Employee's monthly rate of pay

After **15** years **6%** of Employee's monthly rate of pay

A.3 Physical Fitness Pay – Any Second Class Police Officer who has completed the twelve (12) month probation period, and any other Employee who fulfills the Physical Fitness Standards set forth within **APPENDIX "C"** shall receive in addition to their monthly rate of pay set forth within **Section A.1**, as further amended by **Section A.12** and all subsequent wage increases, a monthly Physical Fitness Pay equal to one and one-half percent (1.5%) of the above referenced monthly rate of pay, provided the Chief of Police has discretion to waive the testing requirements as he deems appropriate. With the exception of injuries incurred while on-duty, any Officer who is unable to participate in the annual Physical Fitness testing process for medical reasons exceeding ninety (90) days duration beyond the last scheduled primary testing date will be deemed ineligible to collect the Physical Fitness Pay for the next calendar year. Each Employee injured while on duty is entitled to one year's compensation per individual injury with a doctor's written waiver.

A.4 Education Pay – Any First Class Police Officer or Employee of a higher classification shall receive in addition to their monthly rate of pay set forth within **Section A.1**, as further amended by **Section A.12** and all subsequent wage increases, monthly Education Pay in accordance with the following:

JOB RELATED COLLEGE CREDITS MONTHLY EDUCATION PAY

AA degree or 90 credits **2%** of Employee's monthly rate of pay

135 credits **4%** of Employee's monthly rate of pay

BA degree **6%** of Employee's monthly rate of pay

A.4.1 Job related college credits shall mean all credits accepted by a nationally accredited college or university.

A.5 Specialty Assignments

A.5.1 Detective Assignment – Each Detective position, with the exception of the Narcotics Sergeant (which is governed by a Inter local agreement), shall be on a **five (5)** year rotation, except that the Chief of Police may extend any assignment, for up to six (6) months, for good cause and based on department need. The Chief of Police may designate one (1) Detective position for every two (2) assigned Detective positions, excluding Detective Sergeants and the Narcotics Detective, as having an "**indeterminate rotation**" period to provide for a core of experienced Detectives in assignments such as Crimes Against Persons, Sexual Assault, Intelligence and/or Computer crimes. After a minimum of five (5) years, the incumbents in the designated positions will be reviewed annually for extension based on overall performance and department need criteria. The designated positions are not considered permanent

assignments and are subject to rotation at the discretion of the Chief of Police at the end of each annual review. In the absence of extenuating circumstances, or promotion, candidates will be expected to serve a minimum of three (3) years in the assignment before voluntarily leaving. At the conclusion of any full five (5) year rotation cycle, the currently assigned Detective may re-apply for the position, with the understanding that they will receive no special preference in the selection process. The Chief of Police will make all Detective selections based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. All Detective positions shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

If the currently assigned Detective in a five (5) year rotation position is selected, that person will have a two (2) year full rotation cycle. Unless, the incumbent is the sole applicant pursuant to the selection process, and whereby the Chief of Police desires to reappoint the incumbent to the same position, said rotation cycle shall be five years in duration.

An Employee who is regularly assigned duties as a Detective shall receive a four percent (4.0%) pay incentive while so acting in such capacity. However, in recognition of the use of an assigned Employer or governmental vehicle, any Detective assigned to the South Snohomish County Narcotics Task Force or to the Joint Terrorism Task Force shall receive a three percent (3%) pay incentive.

A.5.2 Motorcycle Assignment – Each Motorcycle position shall be on a **five (5)** year rotation, except that the Chief of Police may extend any assignment, for up to six (6) months, for good cause and based on department need. The Chief of Police may designate a maximum of one (1) Motorcycle position for every two (2) assigned Motorcycle positions to be classified as having an “**indeterminate rotation**” period to provide for a Criminal Justice Training Commission (CJTC) certified or sanctioned Motorcycle Instructor and/or Collision Reconstructionist. After a minimum of five (5) years, the incumbent in the designated position will be reviewed annually for extension based on overall performance and department need criteria. The designated position is not considered a permanent assignment and is subject to rotation at the discretion of the Chief of Police at the end of each annual review. In the absence of extenuating circumstances, or promotion, candidates will be expected to serve a minimum of three (3) years in the assignment before voluntarily leaving. At the conclusion of any full five (5) year rotation cycle, the currently assigned Motorcycle Officer may re-apply for the position, with the understanding that they will receive no special preference in the selection process. The Chief of Police will make the selection based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. All Motorcycle positions shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

If the currently assigned Motorcycle Officer in a five (5) year rotation position is selected, that person will have a two (2) year full rotation cycle. Unless, the incumbent is the sole applicant pursuant to the selection process, and whereby the Chief of Police desires to reappoint the incumbent to the same position, said rotation cycle shall be five years in duration.

An Employee who is regularly assigned Motorcycle duties shall receive a three percent (3.0%) pay incentive while so acting in such capacity. An Employee that is trained to the level of Collision Reconstructionist will be considered a Traffic Detective and shall receive four percent (4%) pay incentive while acting in such capacity.

A.5.3 Traffic Officer Car Assignment Each Traffic Officer assigned to a car position shall be on a five (5) year rotation, except that the Chief of Police may extend any assignment, for up to six (6) months, for good cause and based on the department need. The Chief of Police may designate a maximum of one (1) Traffic Officer position to be classified as having an “**indeterminate rotation**” period to provide for a Collision Reconstructionist or Drug Recognition Expert (DRE). After a minimum of five (5) years, the incumbent in the designated position will be reviewed annually for extension based on overall performance and department need criteria. The designated position is not considered a permanent assignment and is subject to rotation at the discretion of the Chief of Police or designee at the end of each annual review. At the conclusion of any full five (5) year rotation cycle, the currently assigned Traffic Officer may re-apply for the position, with the understanding that they will receive no special preference in the selection process. The Chief of Police will make the selection based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. All Traffic Officer positions shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

If the currently assigned Traffic Officer in a five (5) year rotation position is selected, that person will have a two (2) year full rotation cycle. Unless, the incumbent is the sole applicant pursuant to the selection process, and whereby the Chief of Police desires to reappoint the incumbent to the same position, said rotation cycle shall be five years in duration.

An Employee who is regularly assigned Traffic Officer duties shall receive a three percent (3%) pay incentive while so acting in such capacity. An Employee that is trained to the level of Collision Reconstructionist will be considered a Traffic Detective and shall receive four percent (4%) pay incentive while acting in such capacity.

A.5.4 K-9 Officer Assignment - Each K-9 Officer position shall be on a **five (5)** year rotation, except that the Chief of Police may extend any assignment to include the length of the dogs working life, or for up to six (6) months for other good cause and based on department need. In the absence of extenuating circumstances, or promotion, candidates will be expected to serve a minimum of three (3) years in the assignment before voluntarily leaving. At the conclusion of any full rotation cycle, the currently assigned K-9 Officer may re-apply for the position, with the understanding that they will receive no special preference in the selection process. The Chief of Police will make the selection based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. The K-9 Officer position shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

An Employee who is regularly assigned K-9 Officer duties shall receive a three percent (3.0%) pay incentive while so acting in such capacity. The K-9 Officer shall also

receive fifteen (15) hours compensatory time per calendar month, at straight time, while so acting in such capacity.

- A.5.5** Any Employee who is regularly assigned as;
- Professional Standards Sergeant Assignment
 - Administrative Sergeant Assignment
 - Training Corporal Assignment

shall receive a four percent (4.0%) pay incentive while acting in such capacity. The above noted positions shall be on a five (5) year rotation cycle under the same terms as noted in **A.5** pertaining to five (5) year rotational positions only.

A.5.6 Special Operations Sergeant – A Special Operations Sergeant (Spec Ops Sgt) will be assigned as a uniform position, in Field Services Division, shall be on a five (5) year rotation, except that the Chief of Police may extend any assignment, for up to six (6) months, for good cause and based on the department need. At the conclusion of any full five (5) year rotation cycle, the currently assigned Special Operations Sergeant may re-apply for the position with the understanding that they will receive no special preference in the selection process. The Chief of Police will make the selection based upon the Employees applying for the position and their attributes. The term attributes is to include consideration of the career development needs of the individual and the organization. All Special Operations Sergeant positions shall be, at the origination and termination, for just cause. Termination for just cause may occur at any time during the assignment.

If the currently assigned Special Operations Sergeant in a five (5) year rotation position is selected, that person will have a two (2) year full rotation cycle. Unless, the incumbent is the sole applicant pursuant to the selection process, and whereby the Chief of Police desires to reappoint the incumbent to the same position, said rotation cycle shall be five years in duration.

An Employee who is regularly assigned Special Operations Sergeant duties shall receive a three percent (3%) pay incentive while so acting in such capacity. An Employee that is trained to the level of Collision Reconstructionist will be considered a Traffic Detective Sergeant and will receive a total of 4% pay incentive while so acting in such capacity.

A.5.7 For the purposes of term of assignment for personnel assigned to specialty positions herein and who are receiving incentive pay for such assignment, the parties agree that when an incumbent is the sole applicant for the same assignment upon completion of either a five year term of service, or an additional two year term of service, the new rotation cycle will be for a five year period, subject to reappointment by the Chief of Police.

A.5.8 Street Crimes Unit - Each Street Crimes position (Sergeant or Officer) shall be on a three year rotation except that the Chief of Police may extend any assignment for up to six months for good cause and based on Department need, or in the case of initial assignment to the Unit, said term of rotation for an officer position is agreed to be three years plus an additional six months to provide for overlap transition of personnel within the Unit. At the conclusion of any full three year rotation cycle (or in the case of a

staggered appointment, an original three year plus six months rotation cycle), the currently assigned Street Crimes Sergeant or Street Crimes Officer may re-apply for the position, with the understanding that they will receive no special preference in the selection process; that the Chief of Police will make the selection based upon the employees applying for the position and their attributes, including consideration of the career development needs of the individual and the organization. If the currently assigned Street Crimes Sergeant or Street Crimes Officer in a three year (or three years plus six months) rotation position is selected, that person will have a one year rotation cycle, except that under the specific circumstance when the solicitation for applicants is posted and the incumbent is the sole applicant pursuant to the selection process, and the Chief of Police desires to reappoint the incumbent to the same position, said rotation cycle will be of three years duration. All Street Crimes positions shall be at the origination and termination for just cause. Termination for just cause may occur at any time during the assignment.

The work schedule rotation will be four days on/two days off, then four days on/four days off, 10 hour work days, working Wednesday through Saturday, with Sunday and Monday off, then working Tuesday through Friday, with Saturday through Tuesday off, and the hours of work will be 1600 to 0200, subject to short notice for schedule changes and subject to approval of the Assistant Chief of Police – Field Services. It is understood that the parties may further modify the work schedule rotation and normal hours of work specified herein upon mutual written agreement to be made part of this collective bargaining agreement.

An Employee who is regularly assigned to a Street Crimes position shall receive a four percent (4%) pay incentive while so acting in such capacity.

- A.6 Pay Step Advancement** – Advancement to the next higher pay Step shall be made after an Employee has been paid at a given pay Step for the period of time designated in **Section A.1**. If the completion of such period of time occurs at other than the beginning of a semi-monthly pay period, the advancement to the next pay Step shall become effective at the beginning of a semi-monthly pay period.
- A.7 Promotional Reclassification** – An Employee promoted from one classification to another shall be placed into the lowest pay Step of the higher classification which still provides for a monthly minimum rate of pay, five percent (5%) higher than that currently being received by the promoted Employee.
- A.8 Demotion Reclassification** – An Employee demoted from one classification to another shall be placed into the pay Step affording the same number of months service time that the Employee had prior to the demotion to the lower classification.
- A.9 Classification of Patrol Officers** – Newly employed Officers without prior significant experience shall be classified as Second Class Patrol Officers in Pay Grade NE9. After one (1) year of employment Officers shall be qualified to advance to First Class Patrol Officer in Pay Grade NE11. Advancements are subject to Civil Service Commission Rules and Regulations. Laterals will be hired at NE11 Step C/IV and will receive a Step increase at the completion of probation.

- A.10** The rates of pay set forth within **Section A.1** provide for the maximum time an Employee shall be employed in any one particular pay Step. The Employer shall have the right to place a New Hire Employee in any pay Step set forth within **Section A.1**, in which event, advancement of said Employee to each of the next higher pay Steps shall be automatic upon completion of six (6) months in pay Step 1 and/or twelve (12) months in each higher pay Step except as noted in **Section A.10**.
- A.11** **Out of Class Pay** – First Class Officers working Out of Classification shall be paid at the Corporals rate of pay.
- A.12** **Compensation of FTOs** – Certified Field Training Officers when actually performing as an FTO in the training of entry level or lateral entry police officers in a formal field training program shall be compensated at the rate of one hour of straight time compensatory time per shift of training. No compensation shall be paid when not actually engaged in training of new officers.
- A.13** **Deferred Compensation** - Starting January 1, 2014 the City will contribute 2% of the employees' base wage into a deferred compensation plan of the employees' choice. The employee will choose one of the three plans currently offered by the City.

APPENDIX "B"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the

EDMONDS POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Commissioned Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the, CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and the EDMONDS POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the Association.

APPENDIX "B"
BILL OF RIGHTS

B.1 Employee Rights: It is agreed that the City has the Right to discipline, suspend, or discharge any Employee for just cause.

B.2 Bill of Rights:

B.2.1 In an effort to ensure that investigations made by an Officer as designated by the Chief of Police of the Police Department are conducted in a manner which is conducive to good order and discipline, the Employees shall be entitled to the protection of what shall hereafter be termed as the "**Employee Bill of Rights.**"

B.2.2 Every Employee who becomes the subject of an Internal Affairs (I/A) investigation, as defined by department policy, shall be advised in writing at the time of the interview that they are suspected of:

- (a)** Committing a criminal offense; or
- (b)** Misconduct that would be grounds for termination, suspension, or other economic sanction; or
- (c)** Not being qualified for continued employment with the Police Department (such as job competency or fitness for duty).

B.2.3 Any Employee who becomes the subject of a criminal investigation shall have all Rights accorded by the State and Federal Constitutions and Washington State law.

B.2.4 The Employee under investigation must, at the time of an interview, be informed of the name of the Officer in charge of the investigation and the name of the Officer who will be conducting the interview.

B.2.5 Forty-eight (48) hours before an **Internal Affairs (I/A) Investigation** interview commences, any Employee who is the subject of an Internal Affairs Investigation shall be informed, in writing, of the nature of the investigation, that the Employee is considered a "**suspect**" in the investigation and shall include the following information:

- Who is the complainant or the victim,
- what reportedly took place,

- when it happened,
- and where it happened.

No forty-eight (48) hour notice is required for, Employees subject to Investigations that will not result in any economic sanction, e.g. a **Complaint Investigation**; however if the Employee requests to contact an Association Representative, appropriate time will be allowed prior to the interview. Employees who are given a forty-eight (48) hour notification may waive that delay by signing a written waiver form. No forty-eight (48) hour notice or Association Representation is required for an Employee listed as a “**witness**” in an I/A or for routine Supervisor/Subordinate inquiries that will not result in any economic sanction.

B.2.6 The interview of an Employee shall be at a reasonable hour, preferably when the Employee is on duty, unless the exigency of the interview dictates otherwise. Whenever practical, interviews shall be scheduled during the normal workday of the City.

B.2.7 At the cost of the requesting party and in accordance with Washington State Law, **RCW 9.73**, the Employee or City may request that an investigative interview be recorded, either mechanically or by a stenographer. There can be no “off-the-record” questions. Upon request, the Employee under an investigation shall be provided an exact copy of any written statement the Employee has signed or, at the Employee’s expense, a verbatim transcript of the interview.

B.2.8 The Employee may be required to answer any questions in an investigation and will be afforded all Rights and privileges to which they are entitled under the laws of the State of Washington or the United States. Prior to being ordered to respond to any question, the Employee will be notified in writing and acknowledge receipt of the following:

“You are about to be questioned as part of an internal investigation being conducted by the Police Department. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance and to cooperate with this investigation. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including dismissal. The statements you make or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.”

Employees who are subject to a Criminal Investigation shall be advised of their Miranda Rights.

B.2.9 Interviewing shall be completed within a reasonable time and shall be done under circumstances devoid of intimidation or coercion. Written notice shall be provided forty-eight (48) hours prior to any **Investigative (I/A)** interview subject to the notice requirements of **Section B.2.2**. As noted in **Section B.2.2** the Employee may provide a written waiver of

the forty-eight (48) hour requirement. The Employee shall be afforded an opportunity and facilities to contact and consult with their Association Representative before being interviewed if requested. The Employee may be represented by the Association Representative to the extent permitted by law. The Employee shall be entitled to such reasonable intermissions as the Employee shall request for personal necessities, meals, telephone calls, consultation with their Representative, and rest periods.

- B.2.10** The Employee shall not be subjected to any profane language nor threatened with dismissal, transfer or other disciplinary punishment as a guise to obtain the resignation of said Employee nor shall the Employee be subjected to intimidation in any manner during the process of interrogation. No promises or rewards shall be made to the said Employee as an inducement to answer questions.
- B.2.11** Investigations shall be concluded within a reasonable period of time as defined in Section 1020 of the Department Policy Manual. Within a reasonable period after the conclusion of the investigation and no later than forty-eight (48) hours prior to a pre-disciplinary hearing, the Employee shall be advised of the results of the investigation and the potential disposition (which may include a range of possible discipline) and shall be provided a copy of the investigatory file. In the event an investigation is sustained but no discipline is to be imposed because it was not completed within established timelines, the Employee is still entitled to a Loudermill hearing and appeal process. (NOTE: Time frames for complaint investigations increased from 30 to 45 days; internal affairs investigations increased from 60 to 90 days. Section 26.1.4 of the Department Policy Manual will be changed accordingly.)
- B.2.12** All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the Employee about information which is developed during the course of the investigation.
- B.2.13** No Employee shall be requested or required to submit to a polygraph test or to answer questions for which the Employee might otherwise properly invoke the protection of constitutional amendment against self-incrimination, except as required pursuant to **Section B.2.8**. Nor shall any Employee be dismissed for or shall any other penalty be imposed upon the Employee solely for a failure to submit to a polygraph test or to answer questions for which the Employee might otherwise invoke the protection of any constitutional amendment against self-incrimination; and provided further that this provision shall not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking promotion.
- Should any section, subsection, paragraph, sentence, clause or phrase in this Article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this Article.

B.2.14 Medical or Psychological Examinations:

- B.2.14.1** The Employer retains the right to require Employees to submit to medical or psychological examinations when there exists good cause to believe an Employee is unfit for duty. Any relevant medical history of the Employee which the examining professional conducting a psychological evaluation requests shall be released by the Employee only to the examining professional.
- B.2.14.2** The examining professional shall issue a written report to the Employer, as the client, provided however, that such report shall indicate only whether the Employee is **“fit” or “unfit” for duty** and in the event an Employee is unfit the expected prognosis and recovery period as well as any accommodations which could be made to allow an Employee to return to duty consistent with the attached form (**APPENDIX “B-1”**). The report shall be made available to the Employee.
- B.2.14.3** The Association shall have an opportunity at its expense, to discuss with the Employer’s examining professional their conclusion and reasons therefore. If the Employee believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer will provide the examining professional with documents which were utilized by the Employer’s examining professional. In the event, the Employee and/or Association seek to contest the conclusion of the first examining professional, the Employee’s report shall be in writing and shall be available to the Employer. The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer’s expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.
- B.2.14.4** The Employer will undertake to have the Employer’s examining professional make themselves available to answer appropriate questions by the examining professional, at the Association’s expense, who conducts the independent examination.
- B.2.14.5** Should an Employee Grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Employee.
- B.2.14.6** Should an Employee Grieve a demotion, discharge or other action subject to the Grievance process, taken as a result of an examination, the Employer and Employee shall allow release of all examinations and supporting documents upon which it will rely in the proceedings, and all other prior examinations of the Employee determined to be relevant by the Grievance Arbitrator after a confidential review by the Arbitrator.

B.2.15 Personnel Records:

- (a) **Contents:** A "personnel file" shall be defined as any file pertaining to the Bargaining Unit member's employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the Bargaining Unit member.
- It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.
- (b) The Employer will promptly notify an Employee upon receipt of a court order, subpoena or a public disclosure request for information in the Employee's personnel file. The Employer will also provide at least seventy-two (72) hours' notice before releasing any requested documents, provided, however, that in the event the City is required to respond to a subpoena or other court order in a time frame less than seventy-two (72) hours, it will provide prompt notice of its response date. The Employer will allow the Employee and the Association the fullest possible opportunity to legally object to unwarranted disclosures.
- (c) Each Employee's personnel files shall be open for review by the Employee, provided that Employees shall not have the right to review psychological evaluations or supervisor's notes prepared for the purpose of preparing Employee's evaluations which are destroyed after the evaluation is prepared. The Employer shall maintain no secret personnel files not subject to inspection.
- (d) All Complaints, Internal Affairs Investigations and Review Board findings resulting in disciplinary action consisting of suspensions of less than ten (10) days or any lesser form of discipline, will be purged from individual personnel files after three (3) years, and from all other files after seven (7) years, or as required by the State Archivist, whichever is longer, with the following exceptions:
- (1) Any instances where subsequent disciplinary action was relied upon as part of a process of progressive discipline.
 - (2) When required by law to be retained, such as instances covered by the Federal Rehabilitation Act or the Americans with Disabilities Act. All such files will be retained in a separate confidential medical file only. Any records involved in any stage of litigation or other judicial process will be purged from the personnel file according to the schedule above but may be retained by the Department in a separate litigation discovery file. All complaints and internal affairs investigations resulting in disciplinary action of a ten (10) or more day suspension, demotion or termination will not be purged.

All files noted in this policy shall be kept confidential to the full extent permitted by law or the Collective Bargaining Agreement and the Rights created there under. In the event of a request for release or review of an investigative or disciplinary file, the Employee to whom the file relates will be provided written notice of the request and the City's intended response prior to the date of release.

B.2.16 USE OF FORCE:

- B.2.16.1** **Statement of Purpose:** The parties recognize that adequate training is critical for preventing unnecessary use of force and for minimizing the impact on an Employee who is involved in a situation where force must be used. The Department recognizes that it is its obligation to provide adequate training in this area, including the reactions of Employees in critical instances and in dealing with problems that result after being involved in a critical incident.
- B.2.16.2** **Procedures:** Any time an incident occurs involving a use of lethal force, against a person, the following will apply:
- B.2.16.3** When an Employee, whether on or off duty, uses lethal force which results in the injury or death of a person, or discharges a firearm in which no injury occurs, the Employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident, except that immediately following the incident the Employee shall verbally report to a Superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects or similar information necessary to preserve the immediate safety of the public and fellow officers. The affected Employee may waive the requirement to wait forty-eight (48) hours. Beyond that the Department will not question the Employee(s) regarding any information regarding the incident, but will immediately inform the Employee involved in the incident that they have the Right to be allowed prompt access to any of the following:
- (a) Their spouse;
 - (b) The Association's attorney and the attorney's agents;
 - (c) The Employee's personal attorney;
 - (d) Psychologists, psychotherapists, or ministers depending upon the Employee's choice and
 - (e) Peer Support Counselor.
- The Department will encourage the Employee to have access to any of the above listed persons and to promptly do so telephonically if the Employee so requests. Any discussions about the incident that the Employee has with the above-mentioned personnel shall be confidential. The Department and the Association shall mutually agree on designated Peer Support Counselors and appropriate training.
- B.2.16.4** The Department or its designee will conduct a thorough and competent investigation of the incident, including using the appropriate techniques for preservation of the scene if relevant where the use of force took place. All reports and findings from this investigation, following a determination as to whether criminal charges should be filed, will be promptly made available to the Association upon request. If the Department must preserve a chain of custody for weapon or weapons utilized in the incident, the Employee will be promptly issued replacement weapons unless it is inappropriate to do so.

- B.2.16.5** The Department or its designee will assign a properly trained interviewer to interview the Employee. The interviewer will be trained in the appropriate techniques of interview, interrogation and investigation of "Officer Involved Shooting." If there are multiple investigators assigned because of the concurrent investigations that are underway, the investigators will coordinate so that one investigator will be primarily responsible for the interview. All reasonable attempts will be made to minimize the need for successive interviews.
- B.2.16.6** No statement will be required within forty-eight (48) hours after the incident except as indicated above. The interview of the Employee involved in a lethal force situation will be done under circumstances intended to minimize the traumatic affect of the interview on the Employee. The Employee will be given reasonable breaks and periods to prepare for the interview, and be given reasonable telephonic access to the above listed personnel during the interview upon request. Additionally, the Employee shall have a Right to be represented during the interview by an Association Representative or the Employees attorney. If requested, the interview will be postponed until the Employee has had a reasonable opportunity to seek prompt professional counseling before the interview takes place.
- B.2.16.7** In the discretion of the Department, the Employee may be placed on administrative duty and assigned to responsibilities in training or other administrative areas with the specific nature of the Employee's duty to be assigned by the Department in consultation with the Employee. The Department may also place the Employee on administrative leave. The request to be considered for an administrative assignment or administrative leave may be initiated by the Employee.
- B.2.16.8** While on administrative assignment or leave, the Department will allow access to the Employee's choice of licensed mental or medical health professional without loss of pay or benefits to the Employee.
- B.2.16.9** When either the Employee or the Employer believes that the Employee should return to the Employee's regular assignment, at the Employer's option the Employee will provide a letter from their licensed psychologist or medical doctor indicating that the Employee is ready to return to their regular duties or to modified duties. The Employer at its option may request an independent medical psychological exam, which will be conducted in conformity with the procedures outlined in this agreement and the Americans with Disabilities Act (ADA).
- B.2.16.10** While on administrative leave and after returning to duty, the Employee will be encouraged and allowed full access for up to four (4) sessions with licensed mental or medical health professional without loss of pay or benefits to the Employee while participating in such program.

APPENDIX "B-1"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the

EDMONDS POLICE OFFICERS' ASSOCIATION

I, _____, hereby authorize Dr. _____ to
(Employee Name) (Doctors Name)

provide the following medical information to my Employer, the City of Edmonds. In accordance with Sections **102(c)(B), 102(c)(C) and 102(c)(4)(C) of the Americans with Disabilities Act**, the above named Doctor is required to maintain all medical records in association with their examination of me on separate forms and in separate medical files and must treat those records as a confidential medical record with the following exceptions:

The Doctor will issue a written report to the Employer and the Employee. The report shall be a "Functional Diagnosis." Functional Diagnosis is defined as:

The evaluation by a physician or psychologist ("treating professional") of how an underlying but undisclosed disability may affect an individual's performance in the workplace. The treating professional may outline symptoms, impediments to performance, or other impacts which the Employee may display in order to reasonably accommodate the Employee's return to work. The functional diagnosis shall be kept confidential as private health care information pursuant to the Americans with Disabilities Act and released only to the Chief of Police and Assistant Chiefs of Police; and, when appropriate, emergency medical personnel.

Furthermore, I authorize the Doctor if they determine that I am able to perform the essential functions of my job, to so inform my Employer.

This release is intended to grant no further access to my confidential medical records than the Americans with Disabilities Act allows and the examining physician is instructed accordingly.

NOTE: This federal law creates a cause of action against any individual who violates its provisions.

(Patient/Employee's Signature) (Date)

APPENDIX "C"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the

EDMONDS POLICE OFFICERS' ASSOCIATION
(Representing the Law Enforcement Commissioned Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and EDMONDS POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the Association.

- C.1** Pursuant to **Article A.3** of the Agreement between the parties signatory hereto, the following shall serve as the controlling document with respect to the establishment of a Physical Fitness Program and the procedures by which the aforementioned program shall be administered.
- C.2** Special tests may be requested by Employees who have physical handicaps or limitations, which interfere with the ability to do one or more of the regular tests. Special tests, if requested, will be devised by the treating doctor at the Employee's expense, and approved by the Police Department, unless the injury was incurred on duty. Approval is contingent on such tests being approximately equivalent to the regular test in terms of the ability tested. In all cases, the treating doctor must certify in writing that the physical handicap, injury or limitation does not prevent the Officer from performing the essential functions of the job of a police officer. (MOU 3-1-06)
- C.3** Employees of the Police Department may submit to the Physical Fitness Test set forth herein, or modification thereof pursuant to **Section C.2** of this Appendix. The primary test will be scheduled annually by the department during the month of September, unless waived by the Chief of Police pursuant to **Section A.3** of the CBA. In the event of a waiver all Members of the bargaining unit will be compensated for the ensuing calendar year. A reasonable number of make-up dates will be scheduled as needed for the primary test if the Employee has an excused absence approved by their Division Commander. Each Employee shall be allowed only one opportunity to pass each event within the fitness test. Any Employee unable to pass the primary Physical Fitness Test may be afforded one opportunity, upon their written request, to repeat the entire test prior to December 31st. The compensation period will run from January 1 through December 31 of each year based on the previous year's test.
- New Employees who become eligible for the Physical Fitness incentive prior to the annual test period will be compensated until the next test period if they successfully completed an equivalent Physical Fitness Test at the time of hiring.
- C.4** The Employer shall purchase a group membership at the Harbor Square Athletic Club for all Edmonds Police Officers covered by this Agreement. Any increase in the group membership or hourly court rate shall be borne by the Employer.
- C.5** Employees shall be compensated in pay at the applicable straight time or overtime rate when required to take Physical Fitness Tests. A retest as outlined in **Section C.3** is not a required test and will not be compensated if taken while off duty.

Exercise, conditioning and racquetball shall be on an individual and voluntary basis without compensation.

- C.6** Employees shall cooperate with the physician in efforts to experiment with and improve the tests and standards contained herein.
- C.7** All Employees who are classified as Law Enforcement Officers and Fire Fighters Act II (LEOFF II) Employees shall be protected against loss of pay for time off work due to any injury sustained while participating in authorized Harbor Square Athletic Club conditioning programs. Should a LEOFF II Employee become disabled due to an injury of the aforementioned nature, the Employer shall compensate the Employee for all time off work beyond depletion of any accrued sick leave benefits until such time as the Employee shall have begun to receive State Disability Benefits, provided that the Employer shall receive credit for any other employment or disability benefits received by Employee during that time.
- C.8** Every three (3) years each Employee shall be given the option to obtain a blood scan and treadmill test from a physician designated by the Employer. These tests will be provided at the Employer's expense. Employees shall not be compensated for the time involved for these tests.
- C.9** The medical records shall be maintained in the office of the examining physician.
- C.10** **Physical Test Description** – The physical tests shall be those attached to this amendment. The flexibility and body fat tests, while required, shall be advisory only. The results of these tests shall be made available to the Employer.
- C.11** The City agrees to indemnify and hold the Association harmless from liability to any Employee who successfully claims that the physical fitness standards or alternative standards adopted pursuant to this Appendix violate the Employee's Rights under the ADA or WSLAD or other law governing disability discrimination.

CURL-UPS

1. The participant is to lay on their back with knees flexed at ninety (90) degrees or less; feet and calves elevated on bench 16-20 inches high.
2. Both hands should be clasped firmly behind the back of the head.
3. During the curl-up phase, the participant's hands should remain clasped behind the head; the low back must remain in contact with the floor, while the shoulder blades must clear the floor.
4. The shoulders must touch the floor in the down position.
5. Count the number of correct curl-ups performed during the 2-minutes of metronome timing: the pace may be slower than, but not faster than the metronome.
6. No rest periods are allowed. Cessation of curl-ups terminates the test.

	<u>Curl Ups Standards – Timed/50 Maximum</u>			
Age	18-29	30-39	40-49	50-59
Sex	M F	M F	M F	M F
Qty	31 26	26 21	23 17	19 14

PUSH-UPS

1. The participant is to assume the appropriate up position (see below). The body should be straight and the hands about shoulder width apart.
2. The body should remain rigid throughout the down phase; with the chest coming to within three (3) inches of the floor (a partner can place a fist on the floor beneath the participant's chest as a general guide).

3. From the down phase, the participant must return to the up position with the arms straight.
4. The participant is only permitted to rest in the up position.
5. Count the total number of push-ups the participant performs in one (1) minute.
6. For female Employees, the above technique shall be altered. Female Employees shall complete push-ups in accordance with Entry Level requirements.

<u>Push-Ups – 1 Minute</u>				
Age	21-29	30-39	40-49	50-59
Sex	M/F	M/F	M/F	M/F
Qty	34/17	25/12	20/8	15/6

1.5 MILE/RUN TEST TIME (MINUTES)

Age	20-29	30-39	40-49	50-59 and over
Sex	M/F	M/F	M/F	M/F
Time	13:00/16:57	13:38/17:45	14:17/18:30	16:15/19:30

APPENDIX “D”
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the
EDMONDS POLICE OFFICERS’ ASSOCIATION

(Representing the Law Enforcement Commissioned Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the, CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the Employer, and the EDMONDS POLICE OFFICERS’ ASSOCIATION, hereinafter referred to as the Association.

The parties to this Agreement recognize that pursuant to GR 29(f)(5) of the Washington Rules of Court, the Judge of the Edmonds Municipal Court is responsible for the terms and working conditions of court personnel and the City is responsible for negotiating with regard to the wages of such personnel. The parties therefore have agreed to the following terms and conditions with regard to court security personnel, as follows:

1. Acknowledgement of Coverage. The parties stipulate and agree that court security services performed by armed individuals with the powers of arrest shall be considered bargaining unit work under the Collective Bargaining Agreement (“CBA”) for its commissioned police officers between the Association and the City. Bailiff service performed by unarmed individuals who do not possess a power of arrest shall not be considered bargaining unit work under the CBAs for police support personnel or commissioned officers. The Association is the collective bargaining representative for commissioned police officers and police support personnel under two separate CBAs.

2. Judge’s Discretion. Pursuant to Court Rule 9 the Judge shall, at his sole discretion, determine how security service shall be provided for the Edmonds Municipal Court. If the Judge elects to use unarmed individuals without the power of arrest and whose duties include only the ability to detain individuals pending arrest by a commissioned police officer, these persons shall not be subject to the CBA for its commissioned police officers.

3. Security Services; Commissioned Officers With Powers of Arrest. If the Judge elects to utilize armed individuals with the power of arrest to provide court services, that work shall be considered bargaining unit work and addressed under the terms of this agreement and future CBA, when approved. It is the intent of the parties that this agreement be embodied in any future CBA between the parties, but that binding effect shall not occur until a CBA is approved in full by the Edmonds City Council and the members of the applicable bargaining unit.

4. Personnel Pool Required. The parties agree and stipulate that a minimum pool of at least five interested officers in the bargaining unit are required to provide effective, continuous and trained services to the court. The Association shall be given first opportunity, on an annual basis, to provide a pool of officers for selection as court personnel. This option shall be exercised by October 31st of the preceding year. If the Association fails to exercise its option, or at any time the Association is unable to fill a given court security shift (due to vacation, illness or other reasons), the Judge shall be free to fill additional slots on the court security personnel roster through an interlocal agreement with the City of Mountlake Terrace, or such other law enforcement entity as the Judge in his sole discretion may elect.

5. Payment of Association Members. Officers on the duty roster for court security personnel shall be paid at a base rate for such work equal to two-thirds of their contract rate of

pay under the CBA between the parties, or the federal minimum wage, whichever is greater. Such base rate shall include two-thirds of the longevity and any other premium pay to which the individual would be entitled under terms of the CBA. In addition, the parties acknowledge that the following rules shall be utilized to calculate the individual's final total payment.

5.1 Because officers on the duty roster will normally be assigned to a full 7K exempt work schedule, it is the belief and understanding of the parties that this work shall be subject to an overtime rate. The parties stipulate and agree that in addition to the base rate attached above, the parties shall also be entitled to the normal CBA overtime rate for the position which the individual holds. The overtime rate is believed and stipulated to be in excess of the Fair Labor Standards Act required overtime rate. In the event that the Fair Labor Standards Act would result in an overtime rate higher than that provided by this Agreement, the individual shall be paid such rate, but may be removed from the duty roster by the Judge at his discretion. It is the parties' understanding and intent that an individual who works additional hours as court security personnel shall be compensated at two-thirds of the normal contract rate of pay for the position that the individual holds with the City be combined with the stipulated overtime rate set by this Agreement. Overtime shall be calculated in accordance with the CBA between the parties rather than the Fair Labor Standards Act so long as that calculation results in a higher rate of pay. It is the parties' understanding and intent therefore that the contract rate of pay established pursuant to this Agreement and the CBA shall always be in excess of the Fair Labor Standards Act rate.

APPENDIX "E"
to the
AGREEMENT
by and between
CITY OF EDMONDS, WASHINGTON
and the

EDMONDS POLICE OFFICERS' ASSOCIATION

(Representing the Law Enforcement Commissioned Employees)

THIS APPENDIX is supplemental to the AGREEMENT by and between the, CITY OF EDMONDS, WASHINGTON, hereinafter referred to as the City, and the EDMONDS POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the Association (EPOA).

2002 City of Edmonds Personnel Policy Sections 10.6 and 10.14 incorporated herein as applicable to the EPOA Membership through the term of this Agreement

10.6 PERSONAL POSSESSIONS AND ELECTRONIC COMMUNICATIONS

The City furnishes desks, closets, and/or lockers for security of employee coats, purses, and other personal possessions. The City does not, however, assume responsibility for any theft or damage to the personal belongings of employees and reserves the right to search employee desks, lockers, and personal belongings brought onto City premises, if necessary.

Please see Attachment A - INFORMATION SERVICES - ACCEPTABLE USE POLICY - for guidelines on use of City computers.

APPENDIX A

Information Services Acceptable Use Policy

1.0 Overview

The Information Services Division's intent for publishing an Acceptable Use Policy is not to impose restrictions that are contrary to the City of Edmonds established culture of openness, trust and integrity. The Information Services Division is committed to protecting the City and its employees from illegal or damaging actions by individuals, either knowingly or unknowingly. Internet systems, including but not limited to computer equipment, software, operating systems, storage media, network providing electronic mail, WWW browsing, and FTP, are the property of the City of Edmonds. These systems are to be used for business purposes in serving the interests of the City, and of our customers in the course of normal operations. Effective security is a team effort involving the participation and support of every City employee, who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

2.0 Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at the City. These rules are in place to protect the employee and the City. Inappropriate use exposes the City to risks including virus attacks, compromise of network systems and services, and legal issues.

3.0 Scope

This policy applies to regular employees, temporary employees, and all other persons working under the supervision of the City. This policy applies to all equipment that is owned or leased by the City.

4.0 Policy

4.1 General Use and Ownership

1. While the City's network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the computer systems remains the property of the City of Edmonds. Because of the need to protect the network, the City cannot guarantee the confidentiality of information stored on any network device belonging to the City.
2. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet systems. In the absence of such policies, employees should consult their supervisor or manager.
3. The Information Services Division recommends that any information, including e-mail, that users consider sensitive or vulnerable be safeguarded. For special assistance on safeguarding information, please contact the Information Services Division. For security and network maintenance purposes, persons authorized by the City may monitor equipment, systems and network traffic at any time.
4. The Information Services Division reserves the right to audit networks and systems on a random and/or periodic basis to ensure compliance with this policy. When requested by the Information Services Division, employees will provide full access to any City work area, computing equipment, and information stored within such equipment. Audits may be conducted to insure the integrity and availability of information and resources, investigate possible security breaches, and monitor user activity. The Information Services Division is also authorized to interactively monitor and log traffic on the City network.

4.2 Security Information

1. Employees should be aware that information processed through a City computer may be accessible to others unless reasonable precaution is exercised. Information, which is confidential, needs to be protected within the system. Employees, who wish to protect confidential information, need to first consult with their Department Director and then with the Information Services Division to determine the appropriate tools to maintain the confidential information.
2. Employees also need to exercise reasonable password security for their workstations. Passwords are required to be changed every 180 days. Employees should not give out their password to others and should not store their password in plain sight. The selection of passwords should also avoid the obvious, such as middle names, birthdates, children's or pet's names. Employees should not leave their workstations unattended, unless reasonable security measures have been taken. This includes locking your computer (CTRL-ALT-DEL, then click the "Lock Computer" button) when leaving your workstation for any significant amount of time. Employees should log out of their computer during non-work hours. Because information contained on portable computers is especially vulnerable, special care should be exercised. For further assistance, please contact the Information Services Division.
3. Postings by employees from the City of Edmonds email address (@edmondswa.gov) to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the City of Edmonds, unless posting is in the course of business duties.
4. Any workstation used by the employee that is connected to the Internet, whether owned by the employee or the City, shall be continually executing approved virus-scanning software with a current virus database.
5. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, worms, or Trojan horse code.

4.3. Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities. Please contact the Information Services Division for further information on such exemptions. Under no circumstances is an employee of the City of Edmonds authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing the City of Edmonds-owned resources. The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

The following activities are strictly prohibited, with no exceptions:

System and Network Activities

1. Violations of the copyright protections or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the City.
2. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, etc.).
3. Installing unauthorized hardware onto the City's network.
4. Revealing your password to others.
5. Using a City computing equipment to actively engage in procuring or transmitting material that is in violation of the City's sexual harassment policy or other hostile workplace laws.
6. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
7. Executing any form of network monitoring which will intercept data not intended for the employee's preview, unless this activity is a part of the employee's normal job/duty.
8. Circumventing user authentication or security of any workstation or network, or misrepresenting you as another person on the Internet.
9. Interfering with or denying service to any user other than the employee's workstation (for example, denial of service attack).
10. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet.
11. Providing lists of or information about the City's employees to parties outside the City of Edmonds.
12. Do not download software from the Internet and install it on the City's computer equipment.
13. Do not use City computers to listen to the radio.

Email and Communications Activities

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
2. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of email header information.

4. Solicitation of email for any other email address with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
6. Posting the same or similar non-City business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

5.0 Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

6.0 Definitions

Term Definition

Spam Unauthorized and/or unsolicited electronic mass mailings.

10.14 SUBSTANCE ABUSE The City's philosophy on substance abuse has two focuses: (1) a concern for the wellbeing of the employee and (2) a concern for the safety of other employees and members of the public.

As part of our employee assistance program, we encourage employees who are concerned about their alcohol or drug use to seek counseling, treatment and rehabilitation. Although the decision to seek diagnosis and accept treatment is completely voluntary, the City is fully committed to helping employees who voluntarily seek assistance to overcome substance abuse problems. In most cases, the expense of treatment may be fully or partially covered by the City's benefit program. Please see the EAP counselor for more information. In recognition of the sensitive nature of these matters, all discussions will be kept confidential. Employers who seek advice or treatment will not be subject to retaliation or discrimination.

Although the City is concerned with rehabilitation, it must be understood that disciplinary action may be taken when an employee's job performance is impaired because he/she is under the influence of drugs or alcohol on the job. The City may discipline or terminate an employee possessing, consuming, selling or using alcohol, or controlled substances (other than legally prescribed) during work hours. The City may also discipline or terminate an employee who reports for duty or works under the influence of alcohol or controlled substances. An employee may be required to submit to alcohol or controlled substance testing when the City has reasonable suspicion that the employee is under the influence of controlled substances or alcohol. Refusal to submit to testing, when requested, may result in immediate disciplinary action, including termination.

City employees who operate emergency vehicles or hold commercial driver's licenses ("CDLs") and operate commercial motor vehicles while employed by the City are subject to additional rules and regulations imposed by the federal government. These regulations require urine drug testing and alcohol breath testing in the following circumstances:

pre-employment;

reasonable suspicion;

post-accident;

return to duty testing;

random testing.

CDL holders who test positive must be removed from their motor vehicle operator duties and are subject to discipline, up to and including termination. CDL holders should consult the City's CDL policy for the additional details concerning these rules.

Based on the federal Drug-Free Workplace Act, the manufacturing, distribution, dispensation, possession and use of unlawful drugs or alcohol on City premises or during work hours by City employees is strictly prohibited. Violation of this policy can result in disciplinary action, including termination. Continued poor performance or failure to successfully complete a rehabilitation program is grounds for termination.